of the fact that his legal title is not similarly restricted. See 2 TIFFANY, REAL PROPERTY, [2nd Ed.], Sec. 400; *Tallmadge* v. *East River Bank,* 26 N. Y. 105; *Knapp* v. *Hall,* 20 N. Y. Supp. 42; *Lowrance* v. *Woods,* 54 Tex. Civ. App. 233; *Chapin* v. *Dougherty,* 165 Ill. App. 426; *Allen* v. *Detroit,* 167 Mich. 464. Naturally, the courts cannot define precisely what circumstances will be adequate to put a purchaser upon inquiry as to the existence of a general plan. In *Tallmadge* v. *East River Bank,* supra, the court said, "The uniformity of the position of all the houses on St. Mark's Place was probably sufficient alone to put the defendant on inquiry," and in the principal case the court said, "That (the uniform style of the houses) alone was, in my judgment, enough to put the defendant to inquiry." In both of these cases, however, there were other facts indicating the existence of a general plan. In *Bradley* v. *Walker,* 138 N. Y. 291, where the buildings in the restricted area were generally set back eight feet from the street, though parts of some of them encroached upon the space to be left open, the court said, regarding their uniform position, "But he (the defendant) was not bound to know from that circumstance that there was any binding agreement in reference to the open space." It is doubtful whether mere uniformity in style or in position should be sufficient to charge a party with notice of a general building plan. A better rule would seem to be that the uniformity of the houses in a restricted area is but one of the circumstances to be considered in determining whether a reasonable man would have been put upon inquiry. Uniformity in style or position might be so distinct as to have this effect.

SALES—FORM OF ACTION ON BUYER'S REFUSAL OF TITLE.—Plaintiff sued on an account for goods sold. At the trial defendant was permitted to introduce evidence that he had countermanded his order for the goods before plaintiff had shipped them. This was objected to by plaintiff on the ground that by the contract the order could not be countermanded and the evidence was therefore immaterial. *Held,* the evidence was properly admitted. *Martin & Lanier Paint Co.* v. *Daniels,* (Ga. App., 1921), 108 S. E. 246.

The court's reason for admitting the evidence was that "while the order for the goods sold provided that it was not subject to countermand, yet if the defendant did in fact countermand it before the goods were shipped, while this would not relieve him from liability, the plaintiff could not maintain an action upon an open account for goods sold and delivered, but would have to sue for a breach of contract." The court cites no authority, but the facts and decision are on all fours with *Acme Food Co.* v. *Older,* 64 W. Va. 255. It is one more decision in disregard of the persistent dictum originated in *Dustan* v. *McAndrew,* 44 N. Y. 72, to the effect that even though the buyer refuses the title the seller may, nevertheless, sue for the price as distinct from damages for breach of the contract. For a full discussion of the subject, see *The Seller's Action for the Price,* 17 MICH. L. REV. 283.

STATUTORY CONSTRUCTION—READING EXCEPTION INTO PENAL STATUTE.—The defendant, who was a motorcycle police officer, while pursuing a speed-law violator, ran into the plaintiff. The defendant was exceeding the speed